## THE CLUBHOUSE AT



## RECEIPT FOR MEMBERSHIP CARD

Membership Card No.:	Name of Responsible Owner:	
Member Name:		
Type of Member (check whichever is applicable):  Resident Property Owner /Spouse Tenant Residing in Property Child Residing in Property Full time, Age 14-22 Full time, Age 22+ 22+ resides with Owner full time Part-time, Age 14-22 (Shared Custody) Part-time, Age (College) Adult Parent residing at Property full time Other (specify):	Property Address:	
	Telephone (Home):	
	Telephone (Business):	
	E-mail:	
	Address of Responsible Owner (if different from Property Address):	
Community Information		
Community:	Telephone:	

The undersigned ("Member") acknowledges receipt of the membership card identified above for The Clubhouse at Anatolia ("The Club"). I have read the Rules and Regulations of The Club, and I agree to comply with all of the Rules and Regulations as they may be modified from time to time. I understand that failure to comply with The Club Rules and Regulations may result in disciplinary action, suspension of privileges, and ejectment from The Club. I also understand that, if I am the Owner of the Property, failure of those using The Club Facilities with my authorization to comply with The Club Rules and Regulations may result in disciplinary action against me, suspension of my privileges and ejectment of me from The Club.

Membership Card. I understand that I must present my membership card in order to be admitted to The Club and to use The Club Facilities. If my membership card is lost or stolen, I agree to pay the cost of replacement at the time my card is lost or stolen. Additionally, if an unauthorized person uses my card, I will be liable for any loss or damage resulting from such unauthorized use.

Acknowledgment of Risk of Use. I understand that: (a) use of The Club Facilities involves the risk of personal injury and death from drowning in the Pools and Spas, falling free weights, use of exercise equipment, strained muscles, ruptures, fractures and other injuries associated with physical exercise and training, loss of footing, and other causes, even when The Club Facilities are properly used and supervised; (b) the risk is greater when The Club Facilities are misused, and when minors use The Club Facilities without adult supervision; (c) there are minors who have been authorized to use The Club Facilities without adult supervision; (d) there may be no lifeguards on duty at the Pools and Spas and no adult supervision at the Fitness Center; and (e) even if The Club does have adult staff present, unless advance arrangements have been made, such staff members shall not be responsible to instruct or supervise anyone using The Club Facilities or in the use of any apparatus or equipment located therein.

Assumption of Risk; Waiver; Release. By signing this Receipt, I intentionally and unconditionally assume the full risk of injury and death to me, to members of my family, and to each and every one of my guests,

employees and invitees to The Club (individually and collectively, "Member Users"), which may result from use of The Club Facilities, whether from the use of any Pool, Spa, apparatus, appliance, equipment or facility, from any contest, game, function, or from any other activity operated, organized, arranged or sponsored by The Club or others (individually and collectively, "Club Use"), irrespective of whether or not any Member Users participated in the Club Use which resulted in injury or death.

On my own behalf, and on behalf of each and every Member User: I hereby waive the right to bring any "claims" against the Club Director (the on-site manager at The Club), The Club Operator, the owner of The Club and the Master Association, and their respective officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Released Parties") as a result of Club Use; and I hereby release and discharge the Released Parties from any and all "claims" I or any other Member User may have, now or in the future, which are in any way related to any Club Use. "Claims" shall include, but shall not be limited to, all rights, remedies, actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever which I or any other Member User may have as the result of any act, occurrence, error, accident, omission, promise or obligation of any one or more of the Released Parties; and the releases in this paragraph are given by such person, on his or her own behalf and on behalf of his or her successors in interest, heirs and assigns.

If I am a Tenant or Contract Purchaser Member, or a Member User by reason of my relationship to a Tenant or Contract Purchaser Member, "Claims" also include all rights, remedies, actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever which I or any other Member User may have as a result of the suspension or termination of the right to use The Club Facilities as a result of any one or more of the following: (a) the failure of the Owner of the Property to pay Club Charges or perform such Owner's other obligations; (b) notice to The Club Operator that my rights, or the rights of the Tenant or Contract Purchaser with whom I have a relationship, have terminated; or (c) the instructions of the Owner of the Property with respect to my rights, or the rights of the Tenant or Contract Purchaser with whom I have a relationship, to use The Club Facilities.

<u>Indemnification.</u> I agree to be liable for any and all injury to persons and property at The Club, and for any and all injury to persons and property resulting from any Club Use, which is caused by me or any other Member User. In addition, I will defend, indemnify and hold each and every one of the Released Parties harmless from and against any and all Claims incurred by or asserted against any of the Released Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the use of The Club or participation in Club Use by me or any other Member User.

Attorneys' Fees. In the event of any action or proceeding brought to enforce any one or more of this Consent, the prevailing party shall be entitled to recover its attorneys' fees, paraprofessional fees, and court costs and expenses, both at trial and upon appeal, in addition to all other appropriate relief.

Failure to abide by the Rules and Regulations of The Clubhouse at Anatolia, as they may be modified from time to time, may result in suspension of your membership and other disciplinary action. If your membership is suspended, you must still pay all Club Charges.

Signature of Member:_	 
Name:	
Date:	

If the Member is a minor, the Member's parent or legal guardian of the minor must sign below and, if the minor is to be allowed unaccompanied and unsupervised use of The Club Facilities, the Member's parent or guardian must also sign a separate Consent, Waiver, Release and Indemnification Agreement.

I am the parent or legal guardian with custody of and responsibility for the minor child named above. I have read the above Receipt for Membership Card ("Receipt") and The Club Rules and Regulations. I hereby agree to all of the terms of the Receipt on behalf of the minor child. I also assume the full risk of injury and death to the minor child in connection with the minor child's Club Use, and I waive the

right of the minor child and myself to bring any Claims against any one or more of the Released Parties. I will defend, indemnify and hold each and every one of the Released Parties harmless from all Claims arising from or related to the minor child's Club Use. Without limiting the generality of the foregoing, the liability and duty to defend, indemnify and hold harmless include Claims made by or asserted by the minor child (whether before or after the minor child becomes an adult, and including Claims made after any attempted disaffirmance of this Receipt by the minor child).

Signature of Parent/Guardian:_	
Name:	
Date:	